

Award No. 583

Docket No. 548

2-T&NO-CM-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L.
(CARMEN)**

**TEXAS AND NEW ORLEANS RAILROAD COMPANY
(SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA)**

DISPUTE: CLAIM OF EMPLOYES: That employment of Apprentices F. E. Neill and J. R. Bingham at San Antonio, Texas, is in violation of Rule 39 of the current wage agreement.

EMPLOYES' STATEMENT OF FACTS: On October 24, 1939, F. E. Neill, and on January 17, 1940, J. R. Bingham were employed by the Texas and New Orleans Railroad as regular carmen apprentices at San Antonio, Texas.

POSITION OF EMPLOYES: That account of adequate facilities not being available at San Antonio, whereby an apprentice may have an opportunity to learn an all round knowledge of the carmen's trade, that Texas and New Orleans Railroad has violated Rule 39 of current wage agreement by employing apprentices at that point.

RULE 39 FIRST AND SECOND PARAGRAPH:

No apprentices will be started at points where there are not adequate facilities for learning the trade.

All apprentices must be indentured and shall be furnished with a duplicate of indenture by the company who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade.

Further, that Rule 39 clearly indicates that apprentices can only be employed at backshop points where general repairs are made.

RULE 35 THIRD PARAGRAPH:

The distribution of apprentices among shops where general repairs are made on the division shall be as nearly as possible in proportion to the mechanic in the respective trades employed therein.

That San Antonio, Texas is not a backshop point. In October, 1931, the general repair work of passenger and freight cars were discontinued, cleaning and repairing triples were also discontinued. The triple test rack and some of the other machinery was moved to the Houston shops, and all class A mechanics jobs were abolished. There was nothing but a running repair shop force maintained at San Antonio, Texas. The apprentices were all laid off with the exception of a few that had just a short time to finish their apprenticeship.

in our territory. Carmen apprentices are trained at San Antonio to supply the need for mechanics at that point and other terminal points on the San Antonio Division. There are a number of carmen on the San Antonio Division who will reach the age of retirement under the Railroad Retirement Act within the next few years, and, as previously referred to, the National Defense Program will inevitably draw carmen from this property. In view of the scarcity of qualified experienced carmen, including car inspectors, it is imperative that we be able to train and develop, through the medium of apprentices, men for the replacement of those who are going to drop out, and it would greatly handicap and work a hardship on this carrier if denied the right to train carmen apprentices at San Antonio.

The carrier has shown that there are adequate facilities at San Antonio for carmen apprentices to learn the trade; that the kind, volume and extent of the work performed there and the opportunities that exist for the finished craftsmen fully justify the training of apprentices at San Antonio and that the starting of apprentices at San Antonio is wholly in conformity with Rule 39 of the current wage agreement.

It is affirmatively stated that all of the documentary evidence introduced herein has been presented to the general chairman.

Wherefore, premises considered, the carrier respectfully requests that the claim made in this case be in all things denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The record in this case was inadequate for the Division to determine whether there was a violation of Rule 39, and on request of the Division a joint check was made to determine this feature. As a result of this check we find that there are not adequate facilities in use for learning the carmen's trade at San Antonio, Texas.

AWARD

Claim of the employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 12th day of March, 1941.